

ATTACHMENT A

OFFER SUBMISSION PACKAGE



OVERSEAS SHIPS' BUNKERS
SOLICITATION SP0600-04-R-0013-0002
P.P. 1.3 B—WEST AFRICA & CAPE TOWN SOUTH AFRICA EMERGENCY
SOLICITATION

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

Date of Award THROUGH JUNE 30, 2006

INSTRUCTIONS:

1. The original copy of this Offer Submission Package must be returned to this office as your offer. All documents to be completed and returned are contained in the Offer Submission Package:

X Standard Form 1449 (SF1449)

X All applicable fill-in clauses

X Schedule of Supplies (In Clause B1.04-1)
2. Be sure to check your offer prices for accuracy and legibility prior to submission. Initial all changes, and sign and date the SF1449 in ink.
3. If you are submitting your offer via Facsimile, please limit your Facsimile transmission to the contents of this Offer Submission Package.
4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer, UNLESS clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 24	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0013-0002	
6. SOLICITATION ISSUE DATE December 22, 2005		7. FOR SOLICITATION INFORMATION CALL: >		a. NAME JoAn Gherardini		b. TELEPHONE NUMBER (no collect calls) (703) 767-8460	
8. OFFER DUE DATE/LOCAL TIME January 16, 2006@ 12:00PM LOCAL FORT BELVOIR TIME		9. ISSUED BY CODE ATTN: DESC-PIB/J.GHERARDINI DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 PHONE: (703) 767-8460 FAX: (703) 767-8506 joan.gherardini@dla.mil		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 424720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS NET 30 DAYS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING K		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		SEE SCHEDULE IN CLAUSE B1.04-1		SEE BLOCK 9	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY CODE		SEE CLAUSE G150.01	
DUNS #		TELEPHONE NO:		FAX NO:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		SEE CLAUSE B1.04-1		(Attach additional Sheets as Necessary)	
25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CF0 01 26.01 S33150 FOR DOD & USCG ONLY, OTHERS MUST CITE OWN FUNDS		26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE <u>your</u> OFFER DATED <u> </u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CLAUSE B1.04-1.		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)	
42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		40. PAID BY	

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LIST OF ATTACHMENTS

The following are included:

(X)	STANDARD FORM 1449 (SF 1449)	01
(X)	ALL APPLICABLE FILL-IN CLAUSES	Offeror Submission Package
(X)	SCHEDULE OF SUPPLIES (Clause B1.04-1)	02

B1.04-1.100 SUPPLIES TO BE FURNISHED (BUNKERS-SEA CARD APPLICATION) (DESC JULY 2005)

DESC will implement a pilot test of the recently developed Ships' bunkers Easy Acquisition (SEA) Card program from 1 October 2005 through 31 April 2006. The Contracting Officer will formally notify all contractors required to participate in the very limited SEA Card pilot test; inclusion of this clause in your contract does constitute the aforementioned Contracting Officer notification. The primary element of the SEA Card program is the SEA Card Order Management System (SCOMS). SCOMS is an Internet-based operating system that automates ordering, receipt, delivery and invoicing for all bunkers contract transactions. Specific details about minimum computer and Internet requirements will be provided by the Contracting Officer, but no unique or specialized IT requirements will be required. If formally notified of inclusion in the SEA Card pilot test, the contractor shall:

- (a) Accept the SEA Card and use the SEA Card Order Management System (SCOMS) for all DESC bunkers contract transactions. Contractors are required to have computer systems with full Internet capabilities and maintain such capability during the pilot test, register as a merchant on the SEA Card website, and enroll as both a contract and open market contractor.
- (b) Coordinate as required with the Contracting Officer (or his/her designated representative) to schedule DESC-provided SCOMS training during the test period. Multi-Service Corporation (and BP Marine as subcontractor) developed the SCOMS, the SEA Card and all associated services for DESC. It is possible Multi-Service Corporation and/or BP Marine personnel may need to provide training and materials to the contractor in support of DESC.
- (c) During the test period, contractors using SCOMS will not submit paper copies of orders, receipts, delivery tickets or invoices. The contractor shall maintain paper copies of these documents. Contractors using the SEA Card Order Management System shall process orders in accordance with SCOM procedures rather than those stated in Contract Clause B1.04-1 (g) (1-4) and (h)(4).

(a) **SHIPS' BUNKERS.** Unless otherwise stated, the supplies shall be furnished f.o.b. destination as ships' bunkers into various types and sizes of U.S. military and federal civilian vessels for immediate consumption by the vessel. Unit prices are for product delivered inclusive of all delivery charges. Depending on the delivery conveyance's size, quantities ordered and delivered by truck or barge (as contracted) may require utilization of more than one truck or barge or return trips to fulfill the ordered fuel quantity.

(b) **REQUIREMENTS.** This is a requirements contract for the supplies or services specified and effective for the period stated in paragraph (i).

(1) The quantities of supplies or services specified in the Schedule are best estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(2) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering provisions herein. Subject to any limitations in the order limitations provisions herein or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ordering provisions. In addition, if a Government facility is located near the bunkering location, the Government shall only order from the Contractor the Government's fuel requirements that are in excess of its in-house capabilities. In such instances, the estimated quantities specified in the Schedule are estimates of requirements in excess of the quantities that the Government may itself furnish within its own capabilities. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract. However, the total quantity ordered and required to be delivered by the specified method of delivery during the ordering period may be greater than or less than these total estimated quantities.

(3) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(4) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after the end of the stated delivery period.

(5) The Government agrees to order and the Contractor shall, if ordered, deliver during the contract period, at the unit prices hereunder, adjusted in accordance with the ECONOMIC PRICE ADJUSTMENT – MARKET PRICE INDICATORS (SHIPS' BUNKERS) clause or the ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG MARKET PRICE – OTHER THAN PUBLICATION (SHIPS' BUNKERS) clause of the contract (if applicable), the total actual requirements for the product(s) at the location(s) listed.

(6) Domestic requirements for ships' bunkers shall include all of the U.S. (including commonwealths and the District of Columbia), its territories, and possessions. Overseas requirements are those outside of the above. Domestic and overseas requirements are classified into separate Purchase Programs (PPs):

Domestic:

PP 3.7A - Pacific, West Coast, Great Lakes, Northeast, and Middle Atlantic States, to include inland river-ways therein.

PP3.7B - Caribbean, Southeast, Southwest, Gulf Coast, and inland river-ways therein.

PP3.7C - State of Alaska.

Overseas:

PP 1.3A - Europe and Middle East.

PP1.3B - Central/South America, Africa, and Far East/Pacific.

(c) **LINE ITEM SUPPLY SCHEDULE.**

OVERSEAS

9140-01-521-5344	FUEL, NAVAL DISTILLATE, MIDDLE MILITARY APPLICATIONS	C16.23-6/52.246-9FBL
9140-01-417-9723	FUEL OIL, BURNER GRADE #6 (FS6)/64	C16.38/52.246-9FCA
9140-01-417-6645	INTERMEDIATE FUEL OIL 180/62	C36/52.246-9FFE
9140-01-417-6632	INTERMEDIATE FUEL OIL 380/63	C36/52.246-9FFE

NOTE: Delivery of a single order may require multiple vehicles or trips.

The acronym **TK** means tanker, **B** means barge, **TT** or **RTW** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline (ex-pipe/ex-wharf), and **MSS** means Marine Service Station.

WEST AFRICA:

<u>ITEM</u>	<u>SUPPLY, BUNKER LOCATION, AND METHOD OF DELIVERY</u>	FOUR (4) YEARS <u>ESTIMATED QUANTITY</u> <u>[METRIC TONS (MT)]</u>	<u>PRICE</u> <u>(US\$ PER MT)</u>
703-61	PORT GENTIL, GABON MARINE GAS OIL (MGO) PIPELINE (P) DELIVERY MINIMUM QTY PER ORDER: 300 MT	2,775 MT	\$_____
or			
703-611	PORT GENTIL, GABON MARINE GAS OIL (MGO) BARGE (B) DELIVERY MINIMUM QTY PER ORDER: 300 MT	2,775 MT	\$_____
or			
703-612	PORT GENTIL, GABON MARINE GAS OIL (MGO) TANK TRUCK (TT) DELIVERY MINIMUM QTY PER ORDER: 300 MT	2,775 MT	\$_____

ORDERING PERIOD: DATE OF AWARD – 30 JUNE 2006

DELIVERY PERIOD: DATE OF AWARD - 31 JULY 2006

OFFERORS ARE RESTRICTED TO COMPANIES THAT ARE LICENSED TO DO BUSINESS IN GABON OR REPRESENTING COMPANIES LICENSED TO DO BUSINESS IN GABON. LOCAL IMPORT/EXPORT LAWS ARE THE RESPONSIBILITY OF EACH OFFEROR.

WEST AFRICA:

<u>ITEM</u>	<u>SUPPLY, BUNKER LOCATION, AND METHOD OF DELIVERY</u>	FOUR (4) YEARS <u>ESTIMATED QUANTITY</u> <u>[METRIC TONS (MT)]</u>	<u>PRICE</u> <u>(US\$ PER MT)</u>
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706-61 DAKAR, SENEGAL 2,775 MT \$ _____
MARINE GAS OIL (MGO)
PIPELINE (P) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

or

706-611 DAKAR, SENEGAL 2,775 MT \$ _____
MARINE GAS OIL (MGO)
BARGE (B) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

or

706-612 DAKAR, SENEGAL 2,775 MT \$ _____
MARINE GAS OIL (MGO)
TANK TRUCK (TT) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

ORDERING PERIOD: DATE OF AWARD – 30 JUNE 2006
DELIVERY PERIOD: DATE OF AWARD - 31 JULY 2006

OFFERORS ARE RESTRICTED TO COMPANIES THAT ARE LICENSED TO DO BUSINESS IN SENEGAL OR REPRESENTING COMPANIES LICENSED TO DO BUSINESS IN SENEGAL. LOCAL IMPORT/EXPORT LAWS ARE THE RESPONSIBILITY OF EACH OFFEROR.

709-61 TEMA, GHANA 1,665 MT \$ _____
MARINE GAS OIL (MGO)
PIPELINE (P) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

or

709-611 TEMA, GHANA 1,665 MT \$ _____
MARINE GAS OIL (MGO)
BARGE (B) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

or

709-612 TEMA, GHANA 1,665 MT \$ _____
MARINE GAS OIL (MGO)
TANK TRUCK (TT) DELIVERY
MINIMUM QTY PER ORDER: 300 MT

ORDERING PERIOD: DATE OF AWARD – 30 JUNE 2006
DELIVERY PERIOD: DATE OF AWARD - 31 JULY 2006

OFFERORS ARE RESTRICTED TO COMPANIES THAT ARE LICENSED TO DO BUSINESS IN GHANA OR REPRESENTING COMPANIES LICENSED TO DO BUSINESS IN GHANA. LOCAL IMPORT/EXPORT LAWS ARE THE RESPONSIBILITY OF EACH OFFEROR.

SOUTH AFRICA:

754-61 CAPE TOWN, SOUTH AFRICA 8,000 MT \$ _____
MARINE GAS OIL (MGO)
PIPELINE (P) DELIVERY
MINIMUM QTY PER ORDER: 150 MT

754-611	CAPE TOWN, SOUTH AFRICA MARINE GAS OIL (MGO) BARGE (B) DELIVERY MINIMUM QTY PER ORDER: 150 MT	2,000 MT	\$ _____
754-62	CAPE TOWN, SOUTH AFRICA INTERMEDIATE FUEL OIL 180/62 BARGE (B) DELIVERY MINIMUM QTY PER ORDER: 150 MT	10,000 MT	\$ _____

ORDERING PERIOD: DATE OF AWARD – 30 JUNE 2006
DELIVERY PERIOD: DATE OF AWARD - 31 JULY 2006

OFFERORS ARE RESTRICTED TO COMPANIES THAT ARE LICENSED TO DO BUSINESS IN CAPE TOWN OR REPRESENTING COMPANIES LICENSED TO DO BUSINESS IN CAPE TOWN. LOCAL IMPORT/EXPORT LAWS ARE THE RESPONSIBILITY OF EACH OFFEROR.

- **IAW with MARPOL ANNEX VI Appendix 3, the contractor shall provide the following information in the Bunker Delivery Note (BDN) for each and every refueling evolution:**
 - Name and IMO number of the receiving ship.
 - Port of Bunkering
 - Date of commencement of delivery
 - Name, address, and telephone number of the marine fuel oil supplier
 - Product Name of the Fuel.
 - Quantity (metric tons) of bunkers delivered
 - Density of the fuel at 15 degree Centigrade expressed in (kg/m3) IAW ISO-3675
 - Sulfur content (%m/m) IAW with ISO-8754
 - A declaration signed and certified by the fuel oil supplier's representative that the fuel oil supplied is in conformity with Regulation 14(1) or (4)(a) and Regulation 18(1) of Marpol Annex VI.

(d) **DELIVERY MODE SPECIFICS.** See also the BUNKERING PROVISIONS clause.

(1) **PIPELINES.** For all line items above that require pipeline (ex-pipe at pier or wharf) as the method of delivery, the exact location of the Contractor's pipeline shall be listed below. **NOTE: Access to the pipeline pier must be able to provide for vessels at least 90 feet in height. Specific obstacles such as bridges, jetties, locks, etc., must be advised below to include low and high tide and time. Pumping rates per delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.**

<u>ITEM</u>	<u>SPECIFIC PIPELINE DELIVERY LOCATION</u>	<u>MAXIMUM DRAFT & MEAN LOW TIDE/TIME</u>	<u>OBSTACLES?</u>
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(2) **TRUCKS.** For all items above that require tank wagon, transport truck, and/or truck and trailer as the method of delivery, offerors must specify the capacity and pumping rate of the truck(s).

<u>ITEM</u>	<u>TRUCK CAPACITY</u>	<u>TRUCK PUMPING RATE</u>
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(3) **BARGE.** Barge deliveries shall be required at pier-side and/or anchorage (inner and outer harbor). Pumping rates per delivery conveyance shall be as stated in the BUNKERING PROVISIONS clause unless stated differently in the above Schedule.

(e) **TAXES.** Unless the contract provides otherwise, the contract price must include all applicable taxes and, for overseas items, duties. The offeror shall list below the specific name and amount of the taxes included in the price. If, when permitted by the contract, taxes are not included in the offered price, but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes below. These taxes shall apply when the U.S. Government does not have an exemption. See the FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause and/or the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause.

<u>ITEM</u>	<u>APPLICABLE TAX NAME AND AMOUNT PER UNIT</u>	(X THE APPLICABLE COLUMN)	
		<u>INCLUDED IN UNIT PRICE</u>	<u>TO BE INVOICED SEPARATELY</u>

NOTE: For domestic distillate items, the current Federal Excise Tax shall apply only if fuel delivered is undyed per mandated requirements. Please advise, per item, if offered product will have a low or high sulfur content and/or if dyed or undyed, if not part of the current Schedule. Subject tax will not be included in the offered unit price. Special note for overseas distillate items: if fuel is dyed per in-country mandated requirements, please so advise with specifics on the dye and its effect on fuel specifications.

(f) **LOCATION OF FACILITY(IES).**

(1) Each Fuel Terminal, Transportation Type and Source, and Location of the Testing Facility are required for possible assignment, at origin, of Government Quality Assurance (inspection) Actions. Primary and alternates are requested. Government Quality Assurance inspections at origin, if applicable, shall be assigned in (3) below. The following columns shall be completed by the offeror: The facilities identified below by the offeror shall be used for the life of the contract. No changes can be made without approval of the Contracting Officer.

<u>ITEM(S)</u>	<u>SUPPLIER NAME/TERMINAL AND FULL PHYSICAL ADDRESS(ES)</u>	<u>TRANSPORTATION SOURCE(S) NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>	(For barge and truck deliveries)	TESTING FACILITY(IES)
				<u>NAME(S) & FULL PHYSICAL ADDRESS(ES)</u>

(2) Quality Representative (QR) includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR). The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services. The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(3) The following may be completed by the Government at time of award. Government Source Inspection is required for items listed below:

(g) **DELIVERY ORDERS.**

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities defined as an Ordering Officer. Any U.S. military and Federal civilian agency vessel may utilize this contract. An Ordering Officer means whichever of the following (or their designated representatives) is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, U.S. Army Petroleum Center; (3) the Commanding Officer, U.S. Navy Petroleum Office; (4) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (5) the Commanding Officer or the Master of the vessel to be bunkered; (6) any Government Contractor furnishing evidence of authority to order under this contract; (7) the head of any Federal Government agency; (8) the Contracting Officer; (9) the Navy Fleet Commanders; (10) the Defense Attaché Officer; (11) the authorized ship manager (Contractor) for the Maritime Administration and/or National Aeronautic and Space Administration (NASA) who is ordering ships' bunkers on behalf of Maritime Administration and/or NASA vessels; (12) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting Government vessel; (13) Military Sealift Command Fuel Ordering Officers. All delivery orders are subject to the terms and conditions of this contract. In the event there is a conflict between a delivery order and this contract, the contract shall control.

(2) **ORAL ORDERS.** Bunker fuel orders may be issued orally or in writing. An oral delivery order may be considered issued by the Ordering Officer when it is verbally assigned a purchase order and/or delivery order number and the delivery specifics have been verbally communicated to the Contractor. A verbal delivery order number may also be the Date Time Group (DTG) number from the vessel's Logistics Requirements (LOGREQ) Report issued to a Government shore activity or contracted husbanding agent. Contractors are encouraged to request evidence to substantiate a verbal delivery order. For military and U.S. Coast Guard vessels, a contracted husbanding agent or Government shore activity may serve as liaison for the requesting vessel to be bunkered. The Government shore activity or contracted husbanding agent will pass the above-described oral order issued by the vessel, along with evidence of this order, to the Contractor in a timely manner and will coordinate the delivery of the fuel. The husbanding agent, not having authority to bind the Government, must clearly advise the Contractor of its role in this arrangement and show valid evidence (DTG from LOGREQ copy of e-mail or LOGREQ from vessel to husbanding agent, etc.) of the order requirement initiated by the U.S. Government vessel.

(3) **WRITTEN DELIVERY ORDERS.** For all orders, the appropriate ordering office/officer will provide a signed, written order--

- (i) A Department of Defense (DD) Form 1155 for DoD agencies;
- (ii) An Optional Form (OF) 347 for all Federal/Civilian Agencies;
- (iii) A Commerce Department (CD) Form 404 for the National Oceanic and Atmospheric Administration; or
- (iv) An SF 1449 for all of the above--

to the Contractor or its designee in place of or after issuing the above-described oral order. The written delivery order will be provided to the Contractor, or its designee, prior to or at completion of delivery; however, Contractors are highly encouraged to request the written delivery order prior to completion of the delivery if not already received. The order form must, at a minimum, include the contract number, Contractor's name and address, contract line item number, payment office, signature of the Ordering Officer, ships' ordering and payment information, and quantity of fuel ordered. In the event a written delivery order is not provided after delivery, the Contractor shall promptly contact the DESC Contracting Officer for assistance. The ordering office's failure to issue written confirmation, or the Contractor's failure to receive written confirmation, does not relieve the Contractor from its obligation to perform in accordance with the oral order.

(4) Credit cards of any type shall not be used to create a delivery order under this contract.

(h) **DELIVERY ORDER LIMITATIONS.**

(1) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the Schedule, the Government shall not be obligated to purchase, nor the Contractor obligated to furnish, any supplies or services under this contract.

(2) **MAXIMUM ORDER.** The Contractor shall not be obligated to honor any order for a single item, or any series of orders from the same ordering office in the course of 30 days, that exceeds the limitations listed below:

- (i) For items calling for delivery as ships' bunkers by barge or pipeline--

<u>TOTAL ESTIMATED QUANTITY OF ITEM</u>	<u>LIMITATION</u>
Less than 500,000 USG/1,700 MT	The total estimated quantity
500,000 to 2,500,000 USG/1,700 to 8,700 MT	500,000 USG/1,700 MT or 50% of the total estimated quantity, whichever is greater
More than 2,500,000 USG/8,700 MT	1,250,000 USG/4,350 MT or 25% of the total estimated quantity, whichever is greater

- (ii) For items calling for delivery by truck--

<u>TOTAL ESTIMATED QUANTITY OF ITEM</u>	<u>LIMITATION</u>
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Less than 100,000 USG/350 MT

The total estimated quantity

100,000 to 500,000 USG/350 - 1,700 MT

100,000 USG/350 MT or 50% of the total estimated quantity, whichever is greater

More than 500,000 USG/1,700 MT quantity, whichever is greater

250,000 USG/870 MT or 25% of the total estimated

(i) **DELIVERY AND ORDERING PERIODS.** The period during which the Government may order and the Contractor shall deliver, if ordered, will be as specified below unless the Schedule specifies otherwise.

(1) **ORDERS:** The ordering period begins: Date of Award and ends: June 30, 2006.

(2) **DELIVERIES:** The delivery period begins: Date of Award and ends: July 31, 2006.

(3) **EXTENSION PROVISIONS.** The Government reserves the right to unilaterally extend this contract on the same terms and conditions on a month-to-month basis one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor no later than 10 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the Government fails to issue the notice within the 10-day time frame. Extension of this contract shall be considered to have been accomplished at the time the Government provides written notification to the Contractor via mail deposit or facsimile.

(4) **FOR ALL ITEMS.** Notwithstanding the foregoing paragraphs, if the Government requests and the Contractor agrees to honor an order outside the delivery limitations set forth above and/or the minimum advance delivery order notice, the order will be bound to the terms, conditions, and price(s) established in the contract. The Contractor shall honor any written or oral order(s) outside the delivery order limitations set forth above or agreed to by the parties within the contract, unless the Contractor rejects the order(s) by notifying the issuing office immediately upon its receipt, as prescribed below, but no later than 24 hours from the time of its issuance. If the order is issued on a weekend and/or holiday and it falls outside the delivery order limitations, the Contractor has until noon of the next business day to reject the order.

Contractor Notification: The Contractor's rejection notice must be given first verbally, by calling the ordering office, followed by a written notification, which should preferably be sent via facsimile. The Contractor's written notice of rejection must clearly state (1) the intent not to deliver the ordered item(s) and (2) the reasons for rejection, and must be accompanied with the written order, if there is one. Upon receipt of the Contractor's verbal notice of rejection, the Government may secure the supplies from another source. The Government is not required to order a part of any one requirement from the Contractor when such requirement falls outside the advance delivery order notice and/or delivery order limitations set forth in this clause or agreed to by the parties within the contract.

(5) **FOR ALL ORDERS.** The Government must place orders during the Contractor's normal business operating hours for receipt of orders for a delivery to occur on a weekend and/or holiday. If an order for a delivery that is urgently required on a weekend and/or holiday cannot be placed during the Contractor's normal operating hours for receipt of orders, the Government shall first verbally contact the Contractor for offer of said order. If the Contractor verbally elects to not accept said order, the Government shall document as such and pursue Local Purchase Authority (LPA) meeting the Competition in Contracting Act (CICA). CICA shall apply for any time LPA is utilized.

(j) **ORDERING POINT(S) OF CONTACT.** Due to vessel missions, it is imperative that Contractor's be reachable at all times for order placement and timely deliveries. To ensure prompt delivery of the supplies to be furnished for ships' bunker requirements, the Contractor shall provide a primary and/or alternate point of contact for receipt of orders 24 hours a day, 7 days a week, for each item listed below. Complete telephone and facsimile numbers including country and/or area codes are requested. Alternative numbers, such as beepers, pagers, cell phones, etc., are also requested. The Contractor may, at its option, assign a Contractor designee at each delivery location as the point of contact, provided the designee agrees to act as the Contractor's representative for this purpose. The following table shall be used for order placement for ships' bunkers:

Item Number	Contact Person and Location	Complete Telephone Number	Complete Facsimile Number	E-Mail Address	Normal Operating Hours and Days for	
					Orders	Deliveries

(k) **OVERTIME.** If delivery cannot be made during the Contractor's normal operating hours, as set forth in paragraph (j) above, the Contractor shall continue with or initiate deliveries during other than normal operating hours as requested by the vessel's officer with Ordering Officer authority or, in such instances, as authorized in writing by the Contracting Officer. The Government agrees to reimburse the Contractor for overtime payment costs associated with deliveries made outside the Contractor's normal operating hours in accordance with the schedule below. The Contractor shall provide applicable overtime documents, showing date and time overtime commenced and concluded, to the Receiving Officer who shall certify that said charges have been incurred. In the event that overtime may apply for deliveries outside of the operating hours and days cited in

paragraph (j) above, the Contractor must advise of such time factors and the overtime rate per hour that shall apply per item. **NOTE:** U.S. Navy and some port regulations may prohibit deliveries from occurring at nighttime. Further, some vessels carrying ammunition or other cargoes considered hazardous may not be allowed to enter certain ports (pier-side) during specific hours or not at all, requiring deliveries at non-peak times and/or at anchorage, respectively.

<u>Item Number</u>	<u>Hours & Days Outside of Normal Delivery</u>	<u>Rate per hour</u>
--------------------	--	----------------------

INCLUDED IN PRICE PER MT

Notwithstanding the above, the Government will not pay more than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower.

(l) **RECEIPTS.**

(1) Upon completion of the fuel delivery, the Contractor, or the Contractor's designee, shall prepare a commercial receipt. A commercial receipt is defined as a commercial bunker receipt, a commercial bill of lading, and/or delivery ticket for the exact type of fuel under contract. The Contractor shall then, and in the presence of the Government representative at the time of the delivery, clearly annotate on the commercial receipt, in English--

- (i) The exact type of fuel delivered, which must match the contract item;
- (ii) The date and time of the delivery commencement and completion;
- (iii) The Government vessel's name;
- (iv) The delivered fuel temperature; and
- (v) The net delivery quantity.

(2) **FOR DOMESTIC DISTILLATE CONTRACTS ONLY.** If the fuel was dyed in accordance with U.S. Government environmental and revenue requirements, this must also be cited on the commercial receipt.

(3) The receiving vessel's representative shall certify the commercial receipt, acknowledging receipt and acceptance of the fuel type, net quantity, date of fuel receipt, and sign for fuel acceptance. A legible copy of the commercial receipt will be provided to the receiving vessel. It is imperative that the receipt be annotated for the same type of fuel under contract.

(4) Alternatively, the receiving vessel's representative may utilize the ordering document to certify receipt and acceptance of the fuel type and quantity when a commercial receipt is not available; provided there will be no recurring deliveries against that order. **Certification of acceptance is accomplished when the vessel's representative (i) encircles the ordered quantity, (ii) annotates the received net quantity beneath the encircled quantity, and then (iii) dates and (iv) signs the receipt portion of the ordering document. WITHOUT ALL FOUR OF THE AFOREMENTIONED PROVISIONS, THE ORDER DOCUMENT CANNOT BE USED FOR RECEIPT CERTIFICATION.** If available, the ships' stamp shall be annotated on the order form.

(5) Whichever documentation is used, the Contractor or its representative shall ensure the vessel's representative annotates the actual net quantity received utilizing the contracted unit of issue, i.e., U.S. gallons for domestic locations and metric tons for overseas locations. The vessel's representative shall return the certified receipt documentation to the Contractor or the Contractor's designee, prior to departure. The vessel's representative shall retain a copy for the vessel's records.

(m) **ADDITIONAL INFORMATION.**

- (1) Does your company have world wide web/internet access? [] Yes [] No

NOTE: For those companies with internet access, DESC will not issue paper copies of price change modifications for any resultant contract as these same price changes are available on the DESC Home Page at <http://www.desc.dla.mil/main/doinbusi.htm>.

- (2) Does your company have a web site? [] Yes [] No

If yes, what is the web address? _____

- (3) Does your company have e-mail capability? [] Yes [] No.

If yes, what is your e-mail address? _____

- (4) May initial fuel orders be transmitted to this e-mail address? [] Yes [] No

Note: Order placement in this manner shall require immediate confirmation of receipt by the Contractor to the ordering activity.

- (5) What is your company's Dun and Bradstreet number? _____

(n) **NOTES FOR THE (RFP/CONTRACT).**

(1) Offers per item must be for the total quantity solicited for the entire period. Any resultant contract shall be a Requirements-Type Contract per Clause I84.

(2) In the event of an emergency during non-duty hours (nights, weekends, and holidays) please contact the DESC Operations Center at (703) 767-8420.

NOTE: Offer prices must be "as delivered." Prices should include all delivery costs, applicable taxes (except

those to be listed separately on invoices), and any other charges, given in US dollars per Metric Ton.

B19.19-1 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE INDICATORS (SHIPS' BUNKERS) (DESC JUN 2005)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the original contract price.

(2) **Reference price** means the market price indicator set forth in the Table in (f) below with which the award price is to fluctuate.

(i) **Base reference price** means the market price indicator shown in the Table in (f) below and is the reference price from which economic price adjustments are calculated pursuant to this clause. This price will be expressed as **Base Ref. Price** in any price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**. The base reference date annotated in the Table shall remain unchanged throughout the life of the contract.

(ii) **Adjusting reference price** means the market price indicator in effect in the calendar week of the date of delivery, used to determine the change in reference price. In the event one or more applicable reference prices are not (or were not) published, then the term adjusting reference price means the market price indicator for an item as published on the date nearest in time on or prior to the effective calendar date as expressed in (4) below. It is annotated as **New Ref. Price** in any PA modification issued.

(3) **Current unit price** means the most current price in effect for the week that the price adjustment provisions discussed in paragraph (c) below begin. This price, expressed as **Latest Unit Price** in any DESC price adjustment notification issued through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** shall be the unit price charged to the Government for supplies delivered under the contract.

(4) **Date of delivery** means the date and time product is received by the requesting activity/vessel. This is shown by signature of receipt by the Government representative for the entire delivery. A single delivery that began on one date and ended on another date shall be considered as received on the date of completion annotated by the Government on the bunker delivery document. Excusable delays in delivery shall be handled on a case-by-case basis by the Contracting Officer.

(5) **Calendar week** means a consecutive seven-day period, beginning with Monday, unless otherwise specified in (c)(1) below.

(6) **Published** means issued in either print or electronic format by the service designated to be employed as an escalator, unless otherwise specifically stated. In the event of a conflict between the prices set forth in the print version and those set forth in the electronic version for the same date, the electronic version shall prevail, unless otherwise specified in (c)(1) below.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount that the reference price shall have increased or decreased through the date of delivery. The amount of increase or decrease in the award price shall be based on the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire and Bunker Fuels Report, the adjusting reference price in effect on the date of delivery shall be that item's reference price effective (and normally published) on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's reference price as last previously published prior to that Tuesday.

(ii) **PLATT'S OILGRAM PRICE REPORT.** For items employing Platt's Oilgram Price Report, Spot Price Assessment, the adjusting reference price in effect on the date of delivery shall be that item's reference price in effect for the Monday of the calendar week in which the delivery is made, or, in the event there is no price for that Monday, it shall be the item's reference price in effect for the date nearest in time prior to that Monday. For items employing Platt's Oilgram Price Report, 5 Day Rolling Average, the reference price in effect on the date of delivery shall be the average of that item's reference price effective for 5 consecutive days ending Friday prior to the calendar week in which the delivery is made. In the event there is no price for any one or more of those 5 days, the reference price shall be calculated by averaging the last 5 days for which prices were in effect on or prior to that Friday.

(iii) **AXXIS.** For items employing AXXIS, the adjusting reference price shall be that item's reference price in effect for the Thursday of the calendar week prior to the date that delivery is made. In the event there is no price for that Thursday, it shall be the item's reference price in effect for the date nearest in time prior to that Thursday.

(iv) **OIL PRICE INFORMATION SERVICE (OPIS).** For items employing OPIS, the adjusting reference price in effect on the date of delivery shall be that item's reference price published, in print, on the Monday of the calendar week in which delivery is made. In the event there is no publication in that week, it shall be the item's reference price as last previously published in the print edition. **NOTE: Generally, the Monday print edition of OPIS contains the prices in effect for the prior Thursday. However, the Monday print edition of OPIS may contain prices for a date other than the prior Thursday. In any event, the prices appearing in the Monday print edition shall have control.**

(v) When a combination of two different publications is utilized, the applicable reference dates will be stated in paragraph (f) below.

(vi) Platts issues corrections to its published prices on a regular basis. Platts posts corrections to its website (<http://www.platts.com>) for its subscribers. If a correction to a reference price is found on the Platts website, all of the items that use that reference

price will be corrected. DESC will correct any other reference prices, as notice of the correct is received. DESC will work with the pricing services to determine the appropriate price, whenever an offeror or Contractor can show that the price referenced should be reviewed.

(2) CALCULATIONS.

(i) If averages are published within a given publication, then these averages will be used.

(ii) For prices in U.S. gallons, if average are not available within a given publication, DESC calculated averages, carried to six decimal places, rounded, will be used. For prices in metric tons, if averages are not available within a given publication, DESC calculated averages, carried to two decimal places, rounded, will be used. For domestic contract line items, conversions from metric tons to gallons shall be utilized through the CONVERSION FACTORS clause for the applicable publication reference product. Barrels shall be converted using the CONVERSION FACTORS clause for barrels to gallons. The above shall apply unless cited differently in the Table in (f) below.

(iii) For domestic contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including six decimal places, rounded. For overseas contract line items, the final calculated reference price, as well as any intermediary arithmetical calculations, will consist of a number including two decimal places, rounded.

(iv) For domestic contract line items, the final adjusted unit price will always consist of a number including six decimal places, rounded. For overseas contract line items, the final adjusted unit price will always consist of a number including two decimal places, rounded.

(3) FAILURE TO DELIVER. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENTS. The Contractor agrees that the total increase in any contract unit price shall not exceed ____ percent of the award price, except as provided hereafter:

(i) If, at any time, the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(5) REVISION OF REFERENCE PRICE . In the event--

(i) Any applicable reference price (market price indicator) is discontinued or its method of derivation is altered substantially;

or

(ii) The Contracting Officer determines that the reference price consistently and substantially fails to reflect market conditions-

- the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on or just prior to the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the contract.

(d) EXAMINATION OF RECORDS. The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) TABLE. The following publication(s)/date(s) apply:

ITEM NO.	LOCATION	RECOMMENDED EPA REFERENCE	BASE REFERENCE DATE	BASE REFERENCE PRICE \$/ MT
703-61	Port Gentil, Gabon (P)	Platts Gasoil .2 CIF NWE cargoes midpoint 5 day avg	12/1/2005	499.8500
703-611	Port Gentil, Gabon (B)	Platts Gasoil .2 CIF NWE cargoes midpoint 5 day avg	12/1/2005	499.8500

703-612	Port Gentil, Gabon (TT)	Platts Gasoil .2 CIF NWE cargoes midpoint 5 day avg	12/1/2005	499.8500
706-61	Dakar, Senegal (P)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
706-611	Dakar, Senegal (B)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
706-612	Dakar, Senegal (TT)	Platts Gasoil .2 FOB Med cargoes midpoint daily	12/1/2005	485.2000
709-61	Tema, Ghana (P)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
709-611	Tema, Ghana (B)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
709-612	Tema, Ghana (TT)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
754-61	Cape Town, South Africa (P & B)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000
754-62	Cape Town, South Africa (B)	Platts Gasoil .2 FOB Med cargoes midpoint 5 day avg	12/1/2005	485.2000

(DESC 52.216-9FS1)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(JAN 2004/APR 2002/OCT 2000)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the base of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other: _____.

(5) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

☐ is

☐ is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it--

☐ is

☐ is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is
☐ is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(iii) **ADDRESS.** The offeror represents that its address—

- ☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) **REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

(Insert line item number)

(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Insert line item number)

(Insert country of origin (if known))

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
and

(2) ☐ have or
☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

<hr/>	<hr/>
(Insert end product)	(Insert country of origin)
<hr/>	<hr/>
(Insert end product)	(Insert country of origin)
<hr/>	<hr/>
(Insert end product)	(Insert country of origin)
<hr/>	<hr/>
(Insert end product)	(Insert country of origin)
<hr/>	<hr/>
(Insert end product)	(Insert country of origin)

(2) **CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or

manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alternates I/II)

K12.01 BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) **DEFINITIONS.** Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation.

(b) **EVALUATION.** The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) **CERTIFICATIONS AND IDENTIFICATION OF COUNTRY OF ORIGIN.**

(1) For all line items subject to the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

LINE ITEM NUMBER	COUNTRY OF ORIGIN (IF KNOWN)
_____	_____
_____	_____
_____	_____

(DFARS 252.225-7000)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

K45.03 FACSIMILE INVOICING (BUNKERS) (DESC AUG 1996)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times. This method shall apply to all ships' bunker payment offices that may receive invoices via facsimile and when other electronic transmission means are not utilized.

(b) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

(c) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(DESC 52.232-9F15)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(DESC 52.229-9F10)

F16.03 BARGE UNLOADING CONDITIONS (SHIPS' BUNKERS) (DESC AUG 1999)

(a) **ORDERING PROCESS.** The supplies ordered hereunder shall be delivered to the destination specified in a verbal order and/or DD 1155, SF 44, SF 1449, OF 347, or CD 404 (to be referred to in this clause as the "ordering document"), in accordance with the contract schedule, unless mutually agreed to by the parties. Unless otherwise specified in the contract, orders placed for bunkers for delivery (anchorage and/or pier-side) by means of barge will be furnished to the Contractor at least 48 hours, in advance of the date/time on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date". Each order will specify the quantity to be delivered, the scheduled delivery date, and location.

(b) **SCHEDULED DELIVERY DATE.** The scheduled delivery date may be changed by mutual agreement of the parties. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will be maintained.

(c) **EXPECTED TIME OF ARRIVAL.** The Contractor must provide to the receiving Government vessel a notice of readiness to bunker at least 1 hour prior to the scheduled bunkering. The Government shall provide a safe and assessable berth for the Contractor's bunkering vessel, not later than 1 hour after receipt of the Contractor's bunkering vessel's notice of readiness to bunker.

(d) **LAYTIME.** Unless otherwise provided in the ordering document, the Government shall be allowed and will complete receipt of the bunkers within laytime determined as follows:

(1) One hour for each 1,500 barrels of supplies to be bunkered. (Example: Quantity to be bunkered is 4,000 barrels, laytime will

be 2 hours and 40 minutes.) This assumes the barge delivering bunkers is capable of pumping into the receiving vessel at a rate of 1,500 barrels per hour (BPH). Laytime will be extended by the appropriate additional time when the pumping rate is less than 1,500 BPH.

(2) Laytime shall commence as follows:

(i) At Notice of Readiness (NOR) plus 1 hour; or

(ii) Immediately upon arrival in berth of the Contractor's bunkering barge (i.e., all fast) provided that the Contractor provided notice of readiness to bunker at the proper time. (See paragraph (c) above.)

(iii) Laytime shall continue 24 hours a day, 7 days a week, without interruption, unless port authority regulations require differently, from its commencement until bunkering of the barge is completed and the hoses have been disconnected.

(e) **LAYTIME CREDIT.**

(1) If regulations of the Port Authority prohibit bunkering at any time, time so lost shall be added to the amount of allowed laytime.

(2) Delays after commencement of laytime attributed to the condition of the bunkering barge or delays caused by a failure of the bunkering barge will be added to the allowed laytime. In the event of Contractor delay, if total adjusted laytime is not fully utilized and/or is exceeded due to further Contractor delays, the provisions of paragraph (e), Contractor Delivery Delays, of the BUNKERING PROVISIONS clause may be utilized.

(3) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the Government will result in increasing basic allowed laytime for one half of the delay.

(4) Delays caused solely by the Government, due to late arrival of the vessel, late commencement, and/or late continuation of the delivery, will be deducted from allowed laytime and/or freetime after coordination with the Chief Engineering and/or Ordering Officer. In the event of Government delay, if total allowed laytime and freetime are exceeded, the Contractor may bill for detention charges in accordance with paragraph (i) below. Evidence of such delay must be provided.

(f) **DELAYS.** In the event of a breakdown of the Contractor's equipment, which prohibit bunkering for at least 2 hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain at berth. When the Government grants permission for the Contractor's equipment to remain at berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair. If the Contractor removes the equipment from the Government-provided berth, notice of readiness to bunker will be again required as provided in paragraph (b) above.

(g) **EQUIPMENT.** Hoses for bunkering a barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the receiving Government vessel.

(h) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies cross the receiving Government vessel's manifold.

(i) **DETENTION RATE.** The detention rate payable per hour by the Government for detainment of the Contractor's barge will be specified below. The detention payable to the Contractor shall in no event exceed the actual detention expense incurred by the Contractor's bunkering barge. Free time allowed and detention rates are not considered in evaluation of offers for awards although rates and times may be addressed during negotiations.

		Detention Beyond Free Time		
		Per Hour		
<u>Item</u>	<u>Free Time Allowed</u>	<u>Barge</u>	<u>Tug</u>	<u>Other (explain)</u>

NOTE: Exceptions to laytime are not allowed.

(DESC 52.247-9FG1)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS) (DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____

(DO NOT EXCEED 25 CHARACTERS)

TITLE: | | | | | | | | | | | | | | | | | | | | | |

(DO NOT EXCEED 25 CHARACTERS)

[illegible]

(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be

located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

- (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.
(DESC 52.232-9FJ1)

G153 SUBMISSION OF INVOICES FOR NON-FUEL CHARGES – LOCAL PURCHASE PAYMENT (FUEL CARD SERVICES) (DESC JUN 2005)

(a) **GENERAL REIMBURSEMENT CONDITIONS.** The Defense Energy Support Center (DESC) shall reimburse the Credit Card Processor (CCP) for all authorized and properly invoiced AIR/SEA Card fuel purchases through Defense Finance and Accounting Service – Columbus (DFAS-CO). The CCP must separate purchases of fuel from non-fuel goods and services on each invoice. The CCP must send all non-fuel charges directly to the purchasing activity's **Home Station Payment Office** under the "SPLIT" billing procedures. Further information regarding fuel card accountability and payment procedures can be found on the DESC website at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=28>.

(b) **NON-FUEL CHARGES FOR AIR CARD.** The AIR Card can be used to purchase authorized ancillary non-fuel goods and services. Authorized ancillary goods and services include, but are not limited to--

- (1) Defuel/reservices;
- (2) Aircraft landing, ramp or parking fees;
- (3) Slot time fees;
- (4) Necessary ground equipment services (i.e., GPU, baggage conveyer belt, electrical grounding hookup, stairs, start carts, etc.);
- (5) Aircraft housekeeping or cleaning services (i.e., trash collection, vacuuming, lavatory servicing, potable water, etc.);
- (6) Catering, food and non-alcoholic beverage replenishment aboard the aircraft;
- (7) Supplies (i.e., maps, navigational aids);
- (8) Security services for the aircraft at the airport or airfield;
- (9) De-icing services;
- (10) Custom fees (if paid by refueling vendor);
- (11) Lubrication oils, both synthetic and petroleum based;
- (12) Hydraulic fluid; and
- (13) Aviator breathing oxygen (ABO).

The CCP will accept a consolidated invoice from the providing merchant that reflects both contract refueling and ancillary goods and services received, provided that all charges on the invoice are payable to a single vendor. The CCP shall pay the providing merchant for non-fuel charges and submit an invoice for the non-fuel charges to the **Home Station Payment Office**. DESC into-plane contractors are responsible for contacting the CCP for applicable merchant agreements and payment terms and conditions for non-contract items. If an aircraft is defueled and reserviced with additional fuel, the into-plane Contractor will bill DFAS-CO for the additional quantity required at the current escalated contract price.

(c) **NON-FUEL CHARGES FOR SEA CARD.** The SEA Card system can be used to facilitate payment for authorized ancillary non-fuel services. Authorized ancillary services include, but are not limited to--

- (1) Overtime charge;
- (2) Backhaul charge; and
- (3) Demurrage charge.

The CCP will accept a consolidated invoice from the providing merchant that reflects both contract refueling and ancillary goods and services received, provided that all charges on the invoice are payable to a single vendor. The CCP shall pay the providing merchant for non-fuel charges and submit an invoice for the non-fuel charges to the **Home Station Payment Office**. DESC bunkers contractors are responsible for contacting the CCP for applicable merchant agreements and payment terms and conditions for non-contract items.

(d) **INVOICING BY CCP FOR NON-FUEL CHARGES.** At a minimum, the CCP shall ensure that the invoice contains the following information before sending it to the **Home Station Payment Office**:

- (1) Name and address of the CCP;
- (2) DESC contract number;
- (3) Requisition number or Invoice number;
- (4) Description;

- (5) Quantity;
- (6) Unit of measure;
- (7) Unit price;
- (8) Extended price;
- (9) Delivery date; and
- (10) Account number.

(e) **PAYMENT MADE BY HOME STATION PAYMENT OFFICE FOR NON-FUEL CHARGES.** At a minimum, the Home Station Payment Office shall ensure that payment vouchers, disbursements or electronic funds transfer transmissions made to the CCP include the following information:

- (1) CCP's billing reference number for which payment is being made;
- (2) Customer number; and
- (3) Account number.

(DESC 52.232-9FH2)

ALL TERMS AND CONDITIONS OF MASTER SOLICITATION SP0600-04-R-0013 ARE HEREBY INCORPORATED BY REFERENCE.